

E-filed: March 10, 2009

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

HYNIX SEMICONDUCTOR, INC., et al.,

Plaintiffs,

vs.

RAMBUS INC.,

Defendant.

CASE NO.: CV 00-20905 RMW

FINAL JUDGMENT

1 This action was brought by Plaintiffs/Cross-Defendants Hynix Semiconductor Inc., Hynix
 2 Semiconductor America Inc., Hynix Semiconductor U.K. Ltd., and Hynix Semiconductor
 3 Deutschland GmbH (hereinafter, collectively "Hynix") against Defendant/Cross-Plaintiff Rambus
 4 Inc. ("Rambus"). The case was tried in three phases. The issue in the first phase was whether
 5 Rambus's patent infringement claims were barred by the doctrine of unclean hands. The issues in
 6 the first phase were tried to the Court commencing on October 17, 2005, and the Court issued its
 7 Findings of Fact and Conclusions of Law on Unclean Hands Defense in favor of Rambus on
 8 January 5, 2006. *Hynix Semiconductor Inc. v. Rambus Inc.*, --- F.Supp.2d ---, 2006 WL 565893
 9 (N.D. Cal. 2006). The second phase concerned Rambus's allegations that Hynix infringed certain
 10 claims of U.S. Patents 5,915,105, 6,034,918, 6,324,120, 6,378,020, 6,426,916, and 6,452,863.
 11 The issues in the second phase were tried to a jury commencing on March 15, 2006, and the jury
 12 rendered its verdict on April 24, 2006. In the third phase, Hynix's claims and defenses for
 13 monopolization and attempted monopolization, fraud, estoppel, waiver, declaratory judgment of
 14 unenforceability, and violations of California Business & Professions Code § 17200 *et seq.* in this
 15 case were tried with the corresponding claims and defenses asserted by Hynix in Case No. C 05-
 16 00334, along with, in a coordinated proceeding, similar claims made by other DRAM
 17 manufacturers. On March 26, 2008, a jury returned a verdict in favor of Rambus and against
 18 Hynix and the other manufacturers on their legal claims. On March 3, 2009, the Court rejected
 19 Hynix's equitable claims and defenses tried in the third phase and issued its Findings of Fact and
 20 Conclusions of Law on those claims and defenses. Hynix's defense of inequitable conduct, as to
 21 the claims asserted by Rambus to be infringed, and Hynix's defense of prosecution laches, as to
 22 the patents asserted by Rambus to be infringed, were abandoned by Hynix prior to the trial of the
 23 third phase and are therefore dismissed with prejudice.

24 **IT IS NOW, THEREFORE, ORDERED, ADJUDGED AND DECREED THAT:**

25 1. Judgment is hereby entered in favor of Rambus and against Hynix in the amount
 26 of \$133,584,129 for Hynix's infringement, through December 31, 2005, of claim 33 of U.S.
 27 Patent No. 6,324,120; claims 32 and 36 of U.S. Patent No. 6,378,020; claims 9, 28 and 40 of U.S.
 28

Patent No. 6,426,916; claim 16 of U.S. Patent No. 6,452,863; claim 34 of U.S. Patent No. 5,915,105; and claims 24 and 33 of U.S. Patent No. 6,034,918.

2. Judgment is hereby entered in favor of Rambus and against Hynix in the amount of \$215,451,713 for Hynix's infringement, from January 1, 2006 through January 31, 2009, of claim 33 of U.S. Patent No. 6,324,120; claims 32 and 36 of U.S. Patent No. 6,378,020; claims 9, 28 and 40 of U.S. Patent No. 6,426,916; claim 16 of U.S. Patent No. 6,452,863; claim 34 of U.S. Patent No. 5,915,105; and claims 24 and 33 of U.S. Patent No. 6,034,918.

3. This judgment covers infringement of the following patents and claims by the following Hynix products through January 31, 2009:

U.S. Patent No.	Claim	Infringing Product(s)
5,915,105	34	DDR SDRAM, DDR2 SDRAM, DDR3 SDRAM, GDDR SDRAM, gDDR2 SDRAM, GDDR3 SDRAM, DDR SGRAM
6,034,918	24	SDR SDRAM, SGRAM, Handy SDRAM DDR SDRAM, DDR2 SDRAM, DDR3 SDRAM, GDDR SDRAM, gDDR2 SDRAM, GDDR3 SDRAM, DDR SGRAM
6,034,918	33	DDR SDRAM, DDR2 SDRAM, DDR3 SDRAM, GDDR SDRAM, gDDR2 SDRAM, GDDR3 SDRAM, DDR SGRAM
6,324,120	33	SDR SDRAM, SGRAM, Handy SDRAM DDR SDRAM, DDR2 SDRAM, DDR3 SDRAM, GDDR SDRAM, gDDR2 SDRAM, GDDR3 SDRAM, DDR SGRAM
6,378,020	32	DDR SDRAM, DDR2 SDRAM, DDR3 SDRAM, GDDR SDRAM, gDDR2 SDRAM, GDDR3 SDRAM, DDR SGRAM
6,378,020	36	DDR SDRAM, DDR2 SDRAM, DDR3 SDRAM, GDDR SDRAM, gDDR2 SDRAM, GDDR3 SDRAM, DDR SGRAM
6,426,916	9	SDR SDRAM, SGRAM, Handy SDRAM DDR SDRAM, DDR2 SDRAM, DDR3 SDRAM, GDDR SDRAM, gDDR2 SDRAM, GDDR3 SDRAM, DDR SGRAM

U.S. Patent No.	Claim	Infringing Product(s)
6,426,916	28	SDR SDRAM, SGRAM, Handy SDRAM DDR SDRAM, DDR2 SDRAM, DDR3 SDRAM, GDDR SDRAM, gDDR2 SDRAM, GDDR3 SDRAM, DDR SGRAM
6,426,916	40	DDR SDRAM, DDR2 SDRAM, DDR3 SDRAM, GDDR SDRAM, gDDR2 SDRAM, GDDR3 SDRAM, DDR SGRAM
6,452,863	16	SDR SDRAM, SGRAM, Handy SDRAM DDR SDRAM, DDR2 SDRAM, DDR3 SDRAM, GDDR SDRAM, gDDR2 SDRAM, GDDR3 SDRAM, DDR SGRAM

Mobile or low power versions (if any) of each of these specific products as well as modules containing these specific products are also covered by this judgment.

4. In accordance with the methodology set forth in the Order Regarding Prejudgment Interest dated August 30, 2006, judgment is hereby entered in favor of Rambus and against Hynix in the amount of \$47,845,402 as prejudgment interest on the damages awards set forth in Ordering Paragraphs 1 and 2 above.

5. Post-judgment interest, in favor of Rambus, at the rate specified in 28 U.S.C. §1961 is awarded on the amounts set forth in ordering Paragraphs 1, 2, and 4 above.

6. For the reasons stated in the Court's Order Granting In Part and Denying in Part Rambus's Motion for Post-Verdict Relief, entered on February 23, 2009, Rambus's request for an injunction against further infringement of the claims referenced in Ordering Paragraphs 1, 2, and 3 is denied.

7. For the reasons stated in the Order Granting In Part And Denying In Part Rambus's Motion For Post-Verdict Relief, entered on February 23, 2009, Hynix is ordered to pay the following royalties to Rambus.

(a) 4.25% of Net Sales (as defined below) for each and every and all Double Data Rate Synchronous DRAM devices (as defined below) that Hynix or any one of its Affiliates (as defined below) (i) makes, has made, sells, or

1 otherwise disposes of in the United States, (ii) imports into the United States, (iii)
2 Causes (as defined below) to be made, sold, or otherwise disposed of in the
3 United States, or (iv) Causes to be imported into the United States, in each
4 instance (i) – (iv), where any such conduct occurs after January 31, 2009, and
5 before April 18, 2010. For purposes of this judgment, Double Data Rate
6 Synchronous DRAM devices means DDR SDRAM, DDR2 SDRAM, DDR3
7 SDRAM, GDDR SDRAM, gDDR2 SDRAM, GDDR3 SDRAM, and DDR
8 SGRAM products, as well as any mobile or low power version(s) of these
9 products (if any) and any products no more than colorably different from the
10 foregoing products, regardless of the form in which such product is sold or
11 otherwise disposed of, including as a cingulated die, a wafer containing such die,
12 on a stand alone basis (whether packaged or not), or as incorporated in or on any
13 substrate (including, modules or multichip packages that contain any of the
14 foregoing).

15 (b) 1.0% of Net Sales for each and every and all Single Data Rate
16 Synchronous DRAM devices (as defined below) that Hynix or any one of its
17 Affiliates (i) makes, has made, sells, or otherwise disposes of in the United States,
18 (ii) imports into the United States, (iii) Causes to be made, sold, or otherwise
19 disposed of in the United States, or (iv) Causes to be imported into the United
20 States, in each instance (i) – (iv), where any such conduct occurs after January 31,
21 2009, and before April 18, 2010. For purposes of this judgment, Single Data Rate
22 Synchronous DRAM devices means SDRAM, SGRAM, and Handy SDRAM
23 products, as well as any mobile or low power version of these products (if any)
24 and any products no more than colorably different from the foregoing products,
25 regardless of the form in which such product is sold or otherwise disposed of,
26 including as a cingulated die, a wafer containing such die, on a stand alone basis
27 (whether packaged or not), or as incorporated in or on any substrate (including,
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1 modules or multichip packages that contain any of the foregoing).

2 For purposes of calculating royalties owed, "Net Sales" means the total gross revenue
3 attributable to the sale or other disposition by Hynix or its Affiliates on an arm's-length-basis of
4 Single Data Rate Synchronous DRAM and Double Date Rate Synchronous DRAM devices (each
5 as defined above), as the case may be, less (i) amounts (including price protection amounts)
6 actually credited or paid between February 1, 2009 and June 30, 2010, for sales made before
7 April 18, 2010, to purchasers for the return or price protection of such goods and (ii) 1.5% of the
8 gross revenue for insurance, handling, duty, freight and taxes, regardless of whether or not such
9 charges are separately stated or listed on the invoice. Notwithstanding the above, under no
10 circumstances shall Rambus be obligated to repay or refund to Hynix any amounts that are
11 actually paid by Hynix to Rambus to account for refunds that Hynix credits or pays to purchasers.

12 For purposes of this judgment, "Causes" means to specifically intend or to direct the result
13 and is not used to mean simply "but for" cause. By way of example, if Hynix were to create or
14 utilize a third-party to acquire devices from Hynix and then to resell those devices in the United
15 States in the manner that Hynix had previously sold similar devices in the United States, that
16 would be a sale in the United States that was "Caused" by Hynix.

17 For purposes of this judgment, "Affiliate" means any entity that now or in the future
18 Controls, is Controlled by or is under common Control with Hynix.

19 For purposes of this judgment, "Control" (including "Controlled" and other forms) of an
20 entity means (A) either (x) beneficial ownership (whether direct, or indirect through Controlled
21 entities or other means) of at least fifty percent (50%) of the outstanding voting securities of that
22 entity or (y) in the case of an entity that has no outstanding voting securities, having the right
23 (directly or indirectly) to at least fifty percent (50%) of the profits of the entity, or having the right
24 (directly or indirectly) in the event of dissolution to at least fifty percent (50%) of the assets of the
25 entity; or (B) having the contractual power (directly or indirectly) presently to designate at least
26 fifty percent (50%) of the directors of a corporation, or in the case of unincorporated entities, of
27 individuals exercising similar functions.
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1 Hynix shall remit all royalties due by electronic transfer to an account designated by
2 Rambus on a quarterly basis within forty-five (45) days after the end of each calendar quarter in
3 which such royalties accrued. Hynix's initial payment shall include royalties for all Net Sales of
4 Single Data Rate Synchronous DRAM and Double Data Rate Synchronous DRAM devices made
5 after January 31, 2009, and shall not include royalties for any earlier Net Sales. Late payments
6 shall accrue interest. For any late payment paid on or before thirty (30) days after the date such
7 payment was due, interest shall accrue at an annual rate of six percent (6%). For any late
8 payment paid after thirty (30) days of the date such payment was due, interest shall accrue at an
9 annual rate of six percent (6%) for the first thirty (30) days after the date such payment was due
10 and thereafter at an annual rate equal to the 1-year U.S. Government Treasury Constant Maturity
11 Rate, as published by the Federal Reserve (www.federalreserve.gov) on the date thirty (30) days
12 after the relevant royalty payment was due, plus ten percent (10%) (or the maximum interest rate
13 allowed by applicable law, if lower). For the avoidance of doubt, interest on late payment(s) shall
14 be calculated based on the actual number of days elapsed from the actual due date(s) of such
15 payment(s), based on 360 days per annum, until actually paid.

16 On a quarterly basis, within forty-five (45) days after the end of each calendar quarter
17 through and including the second calendar quarter of 2010, Hynix shall provide to outside counsel
18 for Rambus sales data for the just preceding quarter in a form and scope and at a level of detail
19 that is at least the same as the sales data that was provided for purposes of calculating the
20 supplemental damages amount reflected in Ordering Paragraph 2 of this judgment (*e.g.*,
21 HR334_944833-HR334_944834). Rambus shall treat such sales data as "OUTSIDE COUNSEL
22 ONLY" pursuant to the terms of the Protective Order entered June 20, 2001 in this action.

23 If Hynix is required by the Korean Government or its agencies to withhold any amounts
24 for taxes on account of any payment made to Rambus under the terms of this Ordering Paragraph
25 6, Hynix shall be entitled to deduct such taxes provided Hynix shall promptly furnish to Rambus
26 the tax receipts for Rambus's use in obtaining tax credit. Hynix shall use reasonable efforts to
27 assist Rambus in reducing or eliminating any such withholding and in obtaining any tax credit.
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1 Should the parties reach agreement on more comprehensive and mutually convenient
2 terms, the parties shall promptly notify the Court.

3 8. For the reasons stated in the Court's February 23, 2009 Order Granting In Part and
4 Denying in Part Rambus's Motion for Post-Verdict Relief, Rambus shall not be entitled to recover
5 its attorney's fees because the case is not deemed exceptional.

6 9. Rambus shall have 30 days from the entry of judgment in which to submit its cost
7 bill.

8 10. Execution on this judgment is stayed for 14 days from the entry of this judgment.
9 In the event Hynix files, within 14 days of the entry of this judgment, a motion under Rule 62
10 seeking a stay of execution of this judgment, and so long as Hynix sets such motion for hearing
11 on the earliest available date consistent with the Local Rules and the Court's availability,
12 execution on this judgment is further stayed until two (2) weeks after said hearing date, or until
13 such time as otherwise ordered by the Court.

14 11. For the avoidance of doubt, the Court clarifies that this case (00-20905) was never
15 formally consolidated under Federal Rule of Civil Procedure 42(a) with any other cases. Rather,
16 on April 24, 2007 in the Court's Case Management Order, the Court coordinated case 00-20905
17 with cases 05-00334, 05-02298, and 06-00244 pursuant to Federal Rule of Civil Procedure
18 16(c)(2)(L) and the Court's inherent powers. To the extent that this case was coordinated, or
19 could be considered to have been consolidated, for the avoidance of doubt, this case is hereby
20 severed from cases 05-00334, 05-02298, and 06-00244.

21 12. This Court shall retain jurisdiction of this matter for purposes of enforcing the
22 terms of this Final Judgment.

23 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT:**

24 13. Judgment is hereby entered in favor of Hynix and against Rambus on the
25 infringement contentions as to claims 15, 18, 25, and 26 of U.S. Patent No. 6,032,214, as to
26 claims 36 and 40 of U.S. Patent No. 5,915,105, as to claims 1 and 4 of U.S. Patent No. 6,035,365,
27 and as to claim 14 of U.S. Patent No. 6,101,152. In other words, those specific claims are found
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1 to not be infringed by the products in suit as of January 2005 (DDR SDRAM, DDR2 SDRAM,
2 DDR3 SDRAM, GDDR SDRAM, gDDR2 SDRAM, GDDR3 SDRAM, and DDR SGRAM).

3 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT:**

4 14. The claims, counterclaims and replies to counterclaims of all parties that assert
5 claims, or to the extent that they assert claims, relating to specific patent claims that have not been
6 adjudicated are dismissed without prejudice. As to all other claims, counterclaims and replies to
7 counterclaims that are not addressed by the preceding Ordering Paragraphs 1 through 13 (if any),
8 the parties shall take nothing further.

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10 **JUDGMENT IS SO ENTERED.**

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12 DATED: 3/10/2009



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14 Honorable Ronald M. Whyte
15 United States District Judge
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